

4-0403
21-04

ACADEMIC

WEEK

WEEKEND OF JULY 14, 1973

AND TWO

WEEKEND OF JULY 21, 1973

WEEKEND OF JULY 28, 1973

WEEKEND OF AUGUST

1973-74

COLLECTIVE BARGAINING

ARTICLE 1

- (1) A grievance is a claim based upon a complaint of discrimination or unfairness in the welfare of, or for the benefit of, employees or a teacher or group of teachers in the Association, the school, or any other party in respect of the provisions of this Agreement.
- (2) An aggrieved party is the person or persons making the claim.
- (3) A "party in interest" is the person or persons making the claim and any person who might be required by law to take some action against such party in interest in order to effect a remedy.

ARTICLE 2

- (1) The purpose of this procedure is to provide at the local or school level, equitable solutions to the problems arising from disputes affecting the welfare of terms and conditions of employment of teachers. Both parties agree that this procedure shall be kept as informal and confidential as may be appropriate at the level of the procedure.
- (2) Nothing herein contained shall be construed as preventing any teacher having a grievance to discuss the same directly with any appropriate member of the administration and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of employment and that the Association has been given the opportunity to be present at such adjustment and to state its views.

ARTICLE 3

- (1) Should a party feel a grievance to be unresolved or unsatisfactory, the number of days between each level of procedure considered as a maximum and every effort should be made to settle the grievance. The time limits specified may, however, be waived by mutual agreement.
- (2) In event a grievance is filed at such time that it cannot be proceeded with all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth below shall be relaxed so that the grievance procedure may be commenced prior to the start of the school year or as soon thereafter as is practicable.

(1)

b. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

b. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the superintendent of schools and/or the Board of Education for their action. Meetings for clarification may be requested by either the PR & R Committee with the Board of Education or the Board may request a meeting with the Teachers Association.

c. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the superintendent, he may, within five (5) school days after a decision by the superintendent and/or Board of Education or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

3. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the P.R. & R Committee. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section G, paragraph 5 (c) of this ARTICLE.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent of the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, hereinafter referred to in this ARTICLE.

OTHER CONSIDERATIONS

1. Blue Cross, Blue Shield and major medical will be provided to employee and family at no cost to employee.
2. After the tenth year in Blairstown Township School District, teachers will receive \$100 yearly adjust to their teaching experience until a maximum of \$500. is reached.
3. Anyone with 19 teaching years completed and 10 years in the district will have an extra \$500. added to guide at this level.
4. Anyone presenting official transcript of nine (9) graduate credits past their degree will receive \$100. plus their place on guide.
5. Credits toward B.S. + 30 will not be applicable unless earned after certification.
6. Service time up to two years will be granted at time of initial employment. Time in excess of two years (limited to 4 years total) will be halved and included in the next contract.
7. All teachers hired will be immediately "on guide".
8. Presentation of additional credits may only be made during the month of August and January to facilitate new contracts drawn effective Sept. 1 and Feb. 1.
9. All credits presented for payment must have prior approval by administration and must be in the teacher's field of endeavor.
10. Two (2)days personal leave will be allowed.
11. At the time the contract is offered, the teacher will designate whether he chooses to have 20 or 24 equal monthly payments.

SALARY GUIDE

Years Exp.	Contract Number	Bachelors Degree	Bachelors + 30	Masters Degree	Masters + 30
0	1	8,250	8,600	8,950	9,300
1	2	8,700	9,050	9,400	9,750
2	3	9,150	9,500	9,850	10,200
3	4	9,600	9,950	10,300	10,650
4	5	10,025	10,375	10,725	11,075
5	6	10,475	10,825	11,175	11,525
6	7	11,025	11,375	11,725	12,075
7	8	11,575	11,925	12,225	12,625
8	9	12,125	12,475	12,825	13,175
9	10	12,675	13,025	13,375	13,725
10	11	13,225	13,575	13,925	14,275

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

July 1, 1973 - June 30, 1974

BLAIRSTOWN TOWNSHIP
TEACHERS ASSOCIATION

BLAIRSTOWN TOWNSHIP
BOARD OF EDUCATION

By Thomas Grove
Its President

By Raymond H. Vondle
Its President

By Betsy Redmore
Its Secretary

By Doris C. Fair
Its Secretary